

NDIS Service Agreement

Customer

The person for whom the Plan has been developed. (You, you, your)

1. Parties

This **Service Agreement** is for the customer, a participant in the National Disability Insurance Scheme (participant), and is made between:

The customer and Account Stability Pty Ltd on the date this form is completed.

2. The NDIS and this Service Agreement

This Service Agreement is made for providing supports under the participant's NDIS plan.

The parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

- I. support the independence and social and economic participation of people with disability; and
- II. enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

3. Schedule of supports

Account Stability Pty Ltd agrees to provide the participant Plan management services until the customer or Plan manager ceases the contract. The supports and their prices are set out in the attached Schedule of Supports. All prices are GST inclusive (if applicable) and include the cost of providing the supports. Additional expenses (i.e. things that are not included as part of a Participant's NDIS supports) are the responsibility of the customer and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, etc.

Emergency and disasters

During the event of an emergency or disaster we will work with a third party to assist us in ensuring your supports are maintained during an emergency or disaster. However, in certain circumstances we may not be able to ensure the continuation of your supports.

4. Account Stability Pty Ltd Responsibilities

Account Stability Pty Ltd agrees to:

- I. review the provision of supports at least 3 monthly with the participant;
- II. once agreed, provide supports that meet the participant's needs at the participant's preferred times;
- III. communicate openly and honestly in a timely manner;
- IV. treat the participant with courtesy and respect;
- V. consult the participant on decisions about how supports are provided;
- VI. give the participant information about managing any complaints or disagreements cancellation policy;
- VII. listen to the participant's feedback and resolve problems quickly;
- VIII. give the participant a minimum of 24 hours' notice if Account Stability Pty Ltd has to change a scheduled appointment to provide supports;
- IX. give the participant the required notice if Account Stability Pty Ltd needs to end this Service Agreement (see 'Ending this Service Agreement' below for more information);
- X. protect the participant's privacy and confidential information;
- XI. provide supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 (NDIS Act) and rules, and the Australian Consumer Law;
- XII. keep accurate records on the supports provided to the participant; and
- XIII. issue regular invoices and statements of the supports delivered to the participant as per the NDIA's *Terms of Business for Registered Providers*.

5. Responsibilities of the [participant/participant's representative]

The [participant/participant's representative] agrees to:

- I. inform Account Stability Pty Ltd about how they wish the supports to be delivered to meet the participant's needs;
- II. treat Account Stability Pty Ltd with courtesy and respect;
- III. talk to Account Stability Pty Ltd if the participant has any concerns about the supports being provided;
- IV. give Account Stability Pty Ltd a minimum of 24 hours' notice if the participant cannot make a scheduled appointment, noting that if the notice is not provided by then, Account Stability Pty Ltd cancellation policy will apply;
- V. give Account Stability Pty Ltd the required notice if the participant needs to end this Service Agreement (see 'Ending this Service Agreement' below for more information); and

- VI. let Account Stability Pty Ltd know immediately if the participant's NDIS plan is suspended or replaced by a new NDIS plan, or the participant stops being a participant in the NDIS.

6. Payments

The participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. After providing those supports, Account Stability Pty Ltd will claim payment for those supports from the NDIA.

What supports will be provided:

The provider agrees to provide the participant Plan management Supports for the duration of the plan.

When and how long they will be provided:

This service agreement will start on the date the online form has been submit for the period of their plan.

How much they will cost:

The cost of supports is in the attached Schedule of Supports. All prices are inclusive of GST.

How payments will be made:

After the participant is satisfied with the delivery of the service by the provider, the service provider will claim payment by:

- giving me or my representative an invoice (self-manage)
- claiming the hours of service from the Provider portal (privately plan managed or Agency managed)

7. Changes to this Service Agreement

If changes to the supports or their delivery are required, the parties agree to discuss and review this Service Agreement. The parties agree that any changes to this Service Agreement will be in writing, signed and dated by the parties.

8. Ending this Service Agreement

Should either party wish to end this Service Agreement they must give 2 weeks' notice.

If either party seriously breaches this Service Agreement the requirement of notice will be waived.

9. Feedback, complaints and disputes

If the participant wishes to give Account Stability Pty Ltd feedback or is not happy with the provision of supports and wishes to make a complaint, the participant can talk to Account Stability Pty Ltd on 0427247436 or NDIS@accountstability.com.au.

If the participant is not satisfied or does not want to talk to this person, the participant can contact the National Disability Insurance Agency by calling 1800 035 544, visiting one of their offices in person, or visiting <https://www.ndiscommission.gov.au/about/complaints> for further information.

10. Goods and Services Tax (GST)

For the purposes of GST legislation, the Parties confirm that:

- I. a supply of supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the NDIS Act, in the participant's NDIS plan currently in effect under section 37 of the NDIS Act;
- II. the participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- III. the [participant/participant's representative] will immediately notify the provider if the participant's NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS.

11. Cancellation Policy

Out of consideration and respect for Account Stability Pty Ltd' time, the [participant/participant's representative] must provide Account Stability Pty Ltd with at least 24 hours' notice of the cancellation of any supports. For cancellation of weekend supports, the [participant/participant's representative] must notify Account Stability Pty Ltd by 5:00pm on the previous Thursday. Where multiple cancellations or no shows occur in a 12-month period, Account Stability Pty Ltd will notify the NDIA as a review of the participant's NDIS Plan may be required.

Where Account Stability Pty Ltd cancels a support due to operational reasons, the service will be rescheduled at no penalty to either party.



12. Schedule of supports

Support List the name of the support.	Description of support List the details of the support, including scope and volume.	Price and payment information List the price of the support (e.g. per hour / per session / per unit) and whether the Participant, Participant's Nominee, the NDIA, or a Registered Plan Management Provider manages NDIS funding for the support.	How the support will be provided List how, when, where, and by whom the support will be provided.
Plan management	To assist the participant in managing their NDIS funds effectively. To process and pay invoices from service providers in a timely manner. To provide financial reporting and budget tracking to the participant. To ensure compliance with NDIS funding rules and regulations.	14_033_0127_8_3 Plan Management - Set Up Costs 14_034_0127_8_3 Plan Management - Monthly Fee	Through Planability Phone calls Emails Face to Face when necessary